

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Primary Energy Recycling Holdings LLC		11/13/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, as Collateral Agent		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Cayman Islands Branch of a bank organized and existing under the laws of Switzerland: SWITZERLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2141318	PRIMARY ENERGY	
Registration Number:	2090923		
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive		
Address Line 2:	Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	028632-0135		
NAME OF SUBMITTER:	Rhonda DeLeon		
Signature:	/Rhonda DeLeon/		

TRADEMARK

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OP \$65.00 2141318

Date:

03/10/2010

Total Attachments: 5

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This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “*Agreement*”), dated as of November 13, 2009, is entered into by and among the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) and Credit Suisse AG (“*Credit Suisse AG*”), in its capacity as collateral agent for the Secured Parties (including its successors and assigns from time to time, the “*Collateral Agent*”). Terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement, dated as of October 23, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among Primary Energy Operations LLC, a Delaware limited liability company, Primary Energy Recycling Holdings LLC, a Delaware limited liability company, the Lenders from time to time party thereto, Credit Suisse Securities (USA) LLC, as sole bookrunner and sole lead arranger, Credit Suisse AG, as administrative agent and as Collateral Agent.

WHEREAS, the Grantors are party to the Guarantee and Collateral Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “*Guarantee and Collateral Agreement*”), dated as of November 13, 2009, among each Grantor, the other grantors party thereto and the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Agreement to the Collateral Agent.

NOW, THEREFORE, in consideration of the premises and to induce the Lead Arranger, the Co-Administrative Agent, the Administrative Agent, the Collateral Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. *Grant of Security Interest in Intellectual Property Collateral.* Each Grantor pledges, assigns and transfers to the Collateral Agent, and grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to and under the following, whether now owned or at any time hereafter created or acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Intellectual Property Collateral*”):

(i) (1) all trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, trade styles, service marks, logos, designs and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country, union of countries, or any political subdivision of any of the foregoing, and all common-law rights related thereto, including any of the foregoing listed in Schedule A (as such schedule may be amended or supplemented from time to time), (2) the right to, and the right to obtain, all renewals thereof, (3) the goodwill of the business symbolized by the foregoing and (4) the right to sue for past, present and future infringements or dilution of any of the foregoing or for any injury to goodwill, and all proceeds of the foregoing, including royalties, income, payments, claims, damages and proceeds of suit (collectively, the “*Trademarks*”) and (ii) any agreement, whether written or oral, providing for the grant by or to any Grantor of any right in, to or under any Trademark, including

any of the foregoing referred to in Schedule B (as such schedule may be amended or supplemented from time to time).

SECTION 2. ***Security Agreement.*** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 3. ***Recordation.*** This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

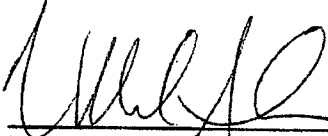
SECTION 4. ***Applicable Law.*** This Agreement shall be construed in accordance with and governed by the laws of the State of New York, except to the extent that the perfection of any security interest hereunder or any remedies hereunder, in each case, in respect of any particular collateral hereunder, are pursuant to mandatory choice of law rules governed by the laws of a jurisdiction other than New York.

SECTION 5. ***Counterparts.*** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

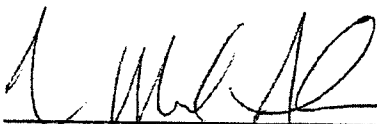
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IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered by their respective authorized officers as of the day and year first above written.

PRIMARY ENERGY OPERATIONS LLC

By: 
Name: V. Michael Alverson
Title: Vice President and Chief Financial Officer

PRIMARY ENERGY RECYCLING HOLDINGS LLC

By: 
Name: V. Michael Alverson
Title: Manager

Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH (formerly known as CREDIT SUISSE,
CAYMAN ISLANDS BRANCH),
as Collateral Agent

By: 

Name: Nupur Kumar
Title: Vice President

By: 

Name: Kevin Buddhew
Title: Associate

Schedule A
to Intellectual Property Security Agreement

Trademarks and Trademark Licenses

Grantor	Mark	Filing Date/Issued Date	Status	Application/ Registration No.
Primary Energy Recycling Holdings LLC	Primary Energy	March 3, 1998	Registered	2,141,318
Primary Energy Recycling Holdings LLC	Primary Energy Logo	August 26, 1997	Registered	2,090,923